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AGREEMENT

Between

Madison, Borough of
BOROUGH OF MADISON

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL No. 74

Morris

LIBRARY
Institute of Management and
Labor Relations

MAY 21 1980

RUTGERS UNIVERSITY

X FOR THE TERM COMMENCING JANUARY 1, 1980

AND ENDING DECEMBER 31, 1980

PREAMBLE

This agreement, made this *21st* day of *February, 1980* by and between the Borough of Madison, New Jersey, hereinafter referred to as the "BOROUGH" and the FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION of Madison, New Jersey LOCAL No. 74, hereinafter referred to as the FMBA, is designed to maintain and promote a harmonious relationship between the Borough of Madison and such of its employees who are within the provisions of this agreement, in order that efficient and progressive public service may be rendered.

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A R T I C L E I

RECOGNITION AND AREAS OF NEGOTIATION

The Borough recognizes FMBA Local 74 as the sole and exclusive representative for the purpose of collective negotiations concerning rates of pay, fringe benefits, hours of employment procedures for adjustment of grievances and other conditions of employment for all full time paid Captains and paid firefighters hereinafter referred to as employees.

A R T I C L E II

CHECK OFF OF UNION DUES

Section 1 - Upon receipt of proper written authorization of a member of FMBA Local No. 74, the Borough shall deduct FMBA dues from his first paycheck each month in the amount so authorized and shall remit the monies collected to the Treasurer of the FMBA Local No. 74 once each month.

Section 2 - Deductions under this Article shall be subject to revocation by an employee who executes such an assignment upon giving written notice to that effect to the FMBA and the Borough.

Section 3 - The Association agrees to indemnify and hold the Borough harmless from and against any and all claims arising under this provision.

A R T I C L E III

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - Purpose

The purpose of this procedure is to secure, at the

lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2 - Definition

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this agreement and may be raised by an individual or the FMBA on behalf of an individual or group of individuals.

Section 3 - Procedure

Step 1 An aggrieved employee shall submit a grievance in writing to the Chief of the Fire Department within ten (10) calendar days of occurrence in question. Only those grievances submitted in writing within ten (10) calendar days of the occurrence shall be deemed to be timely filed.

Step 2 The Chief of the Fire Department shall submit his decision in writing within ten (10) calendar days of the submission of the grievance to him.

Step 3 Within two (2) weeks of the decision of the Chief of the Fire Department, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Administrator who shall have ten (10) calendar days to submit his written decision.

Step 4 Within two (2) weeks of the decision of the Borough Administrator, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to

the Borough Council or any member or members thereof. The Council, or its members, shall have ten (10) calendar days to submit its written decision.

The aggrieved employee has a right to representation by an official of the FMBA in Steps 1, 2, 3 and 4 hereof.

Step 5 - Arbitration - Within two (2) weeks of the transmittal of the written decision by the Borough Council, if the grievance involves a dispute over the application or interpretation of the terms of this agreement and is not settled to the satisfaction of both parties, either party to the agreement may request that the grievance be submitted to binding arbitration as hereinafter set forth.

If either party demands that a grievance be arbitrated, the parties will jointly request the American Arbitration Association to arrange for the selection of an arbitrator in accordance with the Association's procedures. Such arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on both parties. The arbitrator's decision shall in no way alter, add to or delete from the terms of this Agreement. He shall decide the dispute within thirty (30) days after the hearing has been closed. The fee and expenses of the arbitrator shall be borne equally by the parties. Only the Borough or the FMBA shall have the right to submit a grievance to arbitration.

Section 4 - General Provisions

(a) The steps provided for herein may be waived by

mutual agreement of the parties.

(b) If the Borough fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

A R T I C L E I V

DISCIPLINE AND DISCHARGE

Section 1 - It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee, regardless of seniority, for good and just cause.

Section 2 - Any actions taken by the Borough under this article shall be subject to Article III, Grievance and Arbitration.

A R T I C L E V

HOURS OF WORK

Section 1 - Regular hours of work for each employee covered by this agreement shall be an average of 42 hours per week, based on an eight (8) week cycle of ten (10) hour days and fourteen (14) hour nights. Day tours are 8:00 a.m. to 6:00 p.m. and night tours are 6:00 p.m. to 8:00 a.m. the following morning. In addition, a "floater" may be used to cover vacations and absences due to sickness, injury or other causes.

Section 2 - Should the Borough contemplate any changes in the above work schedule, such changes shall be discussed and explored with the Association prior to being instituted.

A R T I C L E VI

OVERTIME PAY

Section 1 - An employee who, for any reason, is ordered by the Chief or other officer in charge to work in excess of two (2) ten-hour day shifts and two (2) fourteen-hour night shifts in any regularly assigned workweek, shall be compensated at the rate of one and one-half (1 1/2) times his regular straight time rate of pay for all such excess hours.

Section 2 - Any employee who is held over his assigned shift as the result of an alarm of fire or other emergency declared by the officer in charge of the Fire Department shall be compensated at one and one-half (1 1/2) times his regular straight time rate of pay for the time during which duty is actually performed but in any event for not less than one (1) hour of time.

Section 3 - Effective January 1, 1980, a Captain, if directed by the Fire Chief to make inspections or public appearances on his off duty hours, shall receive pay at time and one-half (1 1/2) his regular straight time rate for time so spent.

Section 4 - Any employee who renders service to the Fire Department while off duty as a member of a volunteer fire company, shall not receive compensation for such services rendered.

A R T I C L E VII

STANDBY DUTY

Standby basis shall consist of an assigned off duty employee being available and ready for active duty forthwith.

Whenever any employee shall be and remain available on an assigned standby basis, that employee shall receive a minimum compensation therefor at his hourly rate at overtime pay, to the extent of eight (8) hours pay every other pay day (thirteen (13) times per year). In the event that any employee shall perform actual duty while on a standby basis, he shall be compensated for such duty at his regular overtime rate and in any event, for not less than one (1) hour, in addition to the eight (8) hours of overtime standby pay.

A R T I C L E VIII

HOLIDAYS

Each employee shall receive twelve (12) holidays at straight time. Payment shall be in one lump sum on the first payday in December. Payment shall be calculated by dividing the base salary for the calendar year by 260, and multiplying the result by 12.

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day

A R T I C L E IX

SICK LEAVE AND LEAVE OF ABSENCE

Section 1 - Sick Leave No employee shall absent himself from duty by reason of sickness or injury without the permission of the Chief of the Fire Department or other officers in charge. He shall promptly report such sickness or injury

to the Chief or other officer in charge before his next tour of duty, if possible, or in any event within twenty-four (24) hours. If such absence is over three (3) working days the employee shall furnish a physician's statement to the Chief of the Fire Department within a week. Additional physician's statements may be requested by the Borough Administrator in the case of a protracted absence because of illness or injury.

Unless expressly exempted from this provision in whole or in part by the Chief or other officer in charge, no employee who is absent from duty because of an injury or illness requiring the services of a physician, shall return to active duty until he presents to the Chief a physician's statement indicating that he is fit for active duty.

Every employee shall be entitled to sick leave, with pay for reason of sickness or disability on the following basis:

- (a) During the first year of employment, one (1) workday of sick leave for each completed calendar month of service.
- (b) After one (1) full year of employment, twelve (12) workdays of sick leave, in each calendar year.
- (c) Unused sick leave may be accumulated to a maximum of one thousand six hundred and eighty (1,680) straight hours based on the forty-two (42) hour average workweek. Each employee upon retirement, shall be entitled to time off with pay, prior to his retirement date, of one-half (1/2) of his accumulated sick leave days, not to exceed 504 straight time hours.

Section 2 - Leave of Absence - The Council of the Borough of Madison may grant a leave of absence with pay to any employee

who shall become injured, ill or disabled from any cause so as to be physically unfit for duty during the period of such disability and physical unfitness for duty. Such injury, illness or disability shall be evidenced by the certificate of a physician designated by the Borough Council to examine him. No such leave of absence with pay shall exceed one (1) year commencing from the date of such injury, illness or disability.

A R T I C L E X

DEATH IN FAMILY

In the event of a death in the immediate family of an employee, a three (3) working day leave of absence with pay will be granted to him. Immediate family shall be construed as meaning and including wife, husband, child, father, mother, father-in-law, mother-in-law, sister or brother. For all other relatives, a one (1) day leave will be granted.

A R T I C L E XI

VACATIONS

Each employee shall be granted an annual vacation with pay on the following basis:

Section 1 - After June 1 following the date of his employment, one (1) day of vacation for each full month of employment prior to June 1; provided, however, that said vacation period shall not exceed a maximum of eight (8) working days. This will constitute the employee's total allowable vacation for that calendar year.

In the following year, such employee will be entitled to eight (8) working days vacation but not until after the anniversary date of his employment. In succeeding years, such employee may take his vacation any time subsequent to January 1.

Section 2 - Eight (8) working days vacation after completion of at least one (1) year of continuous service on January 1 in any calendar year.

Section 3 - Twelve (12) working days vacation during the calendar year in which the 8th anniversary of his employment occurs and thereafter.

Section 4 - Sixteen (16) working days vacation during the calendar year in which the 15th anniversary of his employment occurs and thereafter.

Section 5 - The authority for the approval of an employee's vacation schedule is vested in the Chief of the Fire Department. Preference in the selection and assignments of vacation periods will be given by rank; in the case of equal rank preference shall be given according to length of service in that rank.

Section 6 - No employee shall take his vacation in installments of one (1) or two (2) days at a time. He shall take his vacation during single continuous periods of two (2) weeks or one (1) week unless otherwise approved by the Chief of the Fire Department.

Section 7 - All vacations must be used during the calendar year in which earned and cannot be accumulated; provided, however, that

when an employee delays his vacation upon orders of the Chief of the Fire Department, with the approval of the Borough Administrator, such vacation time may be rescheduled in the calendar year which immediately follows.

Section 8 - The vacation period will commence on January 1 in any calendar year and must be used by December 31 of said year, except as provided above.

Section 9 - Continuous service shall mean unbroken service as determined by the Borough records. Approved leaves of absence do not constitute a break in service.

A R T I C L E XII

FMBA BUSINESS LEAVE

Section 1 - The members of the FMBA negotiating committee, not to exceed two (2) in number, shall after adequate advance notice to the Chief of the Fire Department, be granted time off from duty, and shall suffer no loss of regular pay for all meetings between the Borough and the FMBA for the purpose of negotiation of the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2 - A representative of the FMBA (the President or his designee) shall after adequate advance notice to the Chief of the Fire Department be granted time off from duty, and shall suffer no loss of regular pay for all meetings between the Borough and the FMBA for the purpose of processing grievances,

when such meetings take place at a time during which such FMBA representative is scheduled to be on duty.

Section 3 - The President, or his designee, shall be granted leave from duty with full pay for all membership and State meetings of the FMBA when such meetings take place at a time when such member is scheduled to be on duty. The term "meetings" is meant the regular monthly meeting and any emergency meetings, not to exceed three (3) emergency meetings per year; provided that the President give reasonable notice to the Chief of the Fire Department and his absence will not unduly effect the operation of the department.

Section 4 - The Association agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood that such time off refers solely to the time period required to attend such meetings. It is further understood that the Association will use every effort to schedule such meetings so as to minimize the number of members who may be required to attend while on duty.

Section 5 - The Executive Delegate and the President of the FMBA shall be granted leave from duty with full pay for the annual state FMBA convention in accordance with NJSA 40A:14-177 provided that they give at least sixty (60) days advance notice to the Chief of the Fire Department of the date of the meeting and the names of the attendants. Payment shall be granted only for those days the Executive Delegate and the President of the

FMBA are actually scheduled for duty (maximum of 3 work days).

A R T I C L E XIII

LONGEVITY

All paid firemen shall receive longevity increments based upon years of service in accordance with the following schedule:

After 5 years of service	\$100/year
After 10 years of service	200/year
After 15 years of service	300/year
After 20 years of service	400/year
After 25 years of service	500/year
After 30 years of service	600/year

A R T I C L E XIV

PROMOTIONS

All promotions within the paid division of the Fire Department covered by this agreement shall be made from the membership of the paid division as constituted at the time of such promotion, and shall be made with due regard to the length of service of the employee proposed to be promoted and his merit in the Department, and when merit is relatively equal, preference being given to the employee who has served the longest period of time in the Department.

A R T I C L E XV

MEDICAL AND HEALTH INSURANCE

Employees covered by this agreement and the eligible members of their families shall receive medical and health insurance coverage as presently afforded by the Borough.

A R T I C L E XVI

CLOTHING ALLOWANCE

All employees covered by this agreement shall be provided the following each calendar year:

Three short sleeve shirts

Three long sleeve shirts

Three pairs of pants

Cleaning of these items is provided by the employee. In addition, each employee shall receive thirty seven (\$37.00) dollars for the purchase of safety shoes. Such reimbursement shall be made upon presentation of a receipt covering purchase of such shoes, in accordance with present procedures.

Jackets are also provided by the Borough and are replaced when required in accordance with the judgment of the Chief. The Borough shall continue to supply as needed in the judgment of the Chief, protective fire fighting gear such as coats, helmet, face shield, and gloves.

A R T I C L E XVII

EFFECT OF THIS AGREEMENT

Section 1 - All ordinances of the Borough of Madison pertaining to the Fire Department which are not specifically abridged or modified by this agreement are to remain in full force and effect.

Section 2 - In the event that any provision of this agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction or through government regulations

or decree, such decision shall not invalidate the entire agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

A R T I C L E XVIII

BAN ON STRIKES

Section 1 - It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community and there should be no interference with such operation. Adequate procedures have been provided for the equitable settlement of grievances arising out of this agreement, and the parties hereto agree that there will not be and that the FMBA, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

Section 2 - The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

Section 3 - The FMBA shall not be held liable for unauthorized acts of employees, provided the FMBA does everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned and

ordering all who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

A R T I C L E XIX

WAGES

Section 1 - Effective January 1, 1980, the salary of each employee in effect on December 31, 1979 shall be increased by 7%. This increase is reflected in the schedule below which contains the salary of each member of the bargaining unit during the term of this agreement:

<u>Name</u>	<u>Classification</u>	<u>Salary</u>
Herbert J. Holly	Fire Captain	\$21,472+400L
William G. Prentiss	Fire Captain	21,472+300L
Kenneth Cameron	Fireman over 3 years	19,519+300L
Thomas Kiernan	Fireman over 3 years	19,519+300L
Ronald DeGraw	Fireman over 3 years	19,519+200L
James McLaughlin	Fireman over 3 years	19,519+200L
Jay H. Hagerich	Fireman over 3 years	19,519+200L
Peter Hampson	Fireman over 3 years	19,519+200L
Edward Pehowic	Fireman over 3 years	19,519+100L

Section 2 - The following is a tabulation of the base salaries in effect during 1980 by various classifications.

Fire Captain	\$21,472
Fireman over 3 years	19,519
Fireman third year	18,360
Fireman second year	17,184
Fireman first year	16,019
Fireman probationary	14,639

A R T I C L E XX

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or by any of its agents against the FMBA or against any employee because of membership or activity in the FMBA. There shall be no discrimination or coercion by the FMBA or any of their agents against any employees covered by this agreement because of membership or non-membership in the FMBA. Nor shall the Borough discriminate in favor of, or assist any other labor or Fire related organization which in any way affects the FMBA's rights as certified representative for the period during which the FMBA remains the certified representative of the employees. Neither the Borough nor the FMBA shall discriminate against any employee because of race, creed, color, age or national origin. The Borough will cooperate with the FMBA with respect to all reasonable requests concerning the FMBA's responsibilities as certified representatives.

A R T I C L E XXI

MANAGEMENT RESPONSIBILITIES

All aspects of the management of the business of the Fire Department and the management and direction of Fire Department personnel are the exclusive responsibilities of the Borough, except as expressly modified by the terms of this agreement.

A R T I C L E XXII

SAFETY

To help insure against injury on the job, the FMBA may submit proposed changes in safety regulations, including the operation of equipment, which shall be reviewed with representatives of the Borough.

A R T I C L E XXIII

DURATION OF AGREEMENT

This agreement shall be effective retroactive to January 1, 1980 and shall continue and remain in force and effect to and including December 31, 1980 and shall continue from year to year thereafter unless written notice of desire to cancel, modify or terminate same is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this *21st* day of *February*, 1980.

BOROUGH OF MADISON

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL No. 74

BY

Robert L. Baugher
John M. Anderson

BY

Thomas J. Kiernan
John S. Hampson